

**District-To-Agency Contract
for
Special Education Students**

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and

Whereas, Idaho Code § 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a contract with an agency approved by the State Department of Education,

Therefore, _____,
located in _____ County, hereinafter referred to as the Agency, and
_____ School District No. _____,
hereinafter referred to as the District, agree to the following for the _____ school year.

1. The Agency agrees to provide special education services in accordance with the following state and federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:

- a. FAPE
- b. Least Restrictive Environment (LRE)
- c. Personnel that meet appropriate standards
- d. Individualized education program (IEP)
- e. Parent participation
- f. Procedural safeguards
- g. Protection in evaluation procedures
- h. Confidentiality of information
- i. Nondiscrimination on the basis of handicap

2. The Agency agrees to provide education and/or training programs for special education

students: _____

Additional related services to be provided by the Agency include: _____

3. The Agency further agrees to provide the District the following:
- a. The daily attendance of each student at times requested by the District but not less frequently than quarterly.
 - b. Other ongoing progress reports that the Agency uses to monitor each student's progress toward IEP goals and objectives;
 - c. Verification that the Agency personnel responsible for providing special education and related services meet the highest entry level state standards for the appropriate occupation category; and
 - d. Verification that the Agency is an SDE Special Education approved school/facility.
4. If the child is not longer receiving services of the Agency for any reason, the Agency shall so inform the District, and the obligation of the District to pay for the child's education/training program shall be affected as follows: _____
- _____
- _____
- _____
- _____
- _____
5. The Agency and the District agree to comply and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference incorporated in and made a part of this Contract as though set forth herein.

6. The District assures that they have placed students in the Agency's program only after having conducted an Individualized Education Program (IEP) team meeting (with the participation of the Agency) to develop an IEP. The Agency, at the District's discretion, may convene subsequent IEP team meetings to revise the student's IEP, but a District representative must participate in all subsequent meetings.
7. The District agrees to pay the Agency the amounts computed as follows: _____

8. The District shall pay the Agency upon submission of an invoice on the following schedule of dates _____

9. Other specific contractual arrangements include _____

10. This Agreement may be terminated by the mutual, written consent of all parties. Upon termination, the Agency shall stop services. The Agency shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards.

For the District:

For the Agency

Signature

Signature

Title or Position

Title or Position

Date: _____ Date: _____

District to Agency Student Roster

Appendix A

District to Agency Cont.

Student Name(s)	Age	Exceptionality	Type of Related Services	Date of Enrollment	No. of Months per Year	No. of Days per Week	No. of Hours per Day	Total Contract Amount per Student	Reimbursement Requested by District from SDE	Approved Reimbursement Amount
Example: Smith, Jane										
Social Security 521-45-7200										
Social Security										
Social Security										
Social Security										
Social Security										
Social Security										
Social Security										
Social Security										
							Total			

CDS = Communication
Disorder Specialist

PT = Physical Therapy

OT = Occupation Therapy

SW = Social Worker